

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

| | | |
|--|---------------------------------|---|
| In re: AGILON ENERGY HOLDINGS II LLC, <i>et al.</i> <p style="text-align: center;">Debtors.¹</p> | § § § § § § § | Chapter 11 Case No. 21-32156 (MI) (Jointly Administered) |
|--|---------------------------------|---|

**SECOND STIPULATION BETWEEN THE DEBTORS AND THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS EXTENDING THE OBJECTION
DEADLINE AS TO: DEBTORS’ MOTION FOR ORDER, PURSUANT TO
SECTIONS 105(A) AND 363(B) OF THE BANKRUPTCY CODE (I) AUTHORIZING
THE DEBTORS TO RETAIN TATESWOOD ENERGY COMPANY, LLC TO
PROVIDE GENERAL ASSET MANAGEMENT SERVICES AND
(II) APPROVING THE AGREEMENT RELATED THERETO
(Related Docket No. 117 and 195)**

The above-captioned debtors and debtors in possession (collectively, the “***Debtors***”) and the Official Committee of Unsecured Creditors (the “***Committee***,” and together with the Debtors, the “***Parties***”), by and through their respective counsel, respectfully submit this stipulation (the “***Stipulation***”) extending the Committee’s deadline to object to the *Tateswood Motion* (defined below) filed by the Debtors, and agree and state as follows:

RECITALS

WHEREAS, on June 27, 2021 (the “***Petition Date***”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

¹ The debtors and debtors in possession these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Agilon Energy Holdings II LLC (3389), Case No. 21-32156; Victoria Port Power LLC (4894), Case No. 21-32157; and Victoria City Power LLC (4169), Case No. 21-32158. The Debtors’ mailing address is: 480 Wildwood Forest Drive, Suite 475, Spring, Texas 77380.

WHEREAS, on July 30, 2021, the United States Trustee appointed the Committee;

WHEREAS, on August 12, 2021, the Debtors filed that certain *Debtors' Motion for Order, Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code (I) Authorizing the Debtors to Retain Tateswood Energy Company, LLC to Provide General Asset Management Services and (II) Approving the Agreement Related Thereto* [Docket No. 117] (the "**Tateswood Motion**");

WHEREAS, the deadline for parties to object to the Tateswood Motion is September 2, 2021 (the "**Objection Deadline**");

WHEREAS, the Committee has raised certain questions and concerns to the Debtors regarding the Tateswood Motion;

WHEREAS, on September 9, 2021, the Court entered a stipulation between the Debtors and the Committee extending the Objection Deadline to September 7, 2021 at 5:00 p.m. (Central Time); and

WHEREAS, the Debtors and the Committee desire to attempt to consensually resolve the Committee's questions and concerns with respect to the Tateswood Motion and have, accordingly, agreed to further extend the Objection Deadline as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE AND THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. The Objection Deadline for the Committee shall be extended to September 8, 2021 at 5:00 p.m. (Central Time).

2. All of the Parties' respective rights with respect to the Tateswood Motion are expressly reserved.

3. This Stipulation shall become effective upon the date it is entered by the Bankruptcy Court.

4. Notwithstanding the anything in the Bankruptcy Code or the Bankruptcy Rules to the contrary, the terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

5. This Stipulation may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

6. The undersigned hereby represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of, and have consented to, this Stipulation.

7. This Stipulation shall not be modified, altered, amended or vacated without written consent of the Parties hereto.

8. For purposes of construing this Stipulation, none of the Parties shall be deemed to have been the drafter of the Stipulation.

IT IS SO ORDERED.

Dated:

Marvin Isgur
United States Bankruptcy Judge

AGREED AS TO FORM AND CONTENT:

By: Simon R. Mayer
Elizabeth M. Guffy
Texas Bar No. 08592525
Simon R. Mayer
Texas Bar No. 24060243
Locke Lord LLP
600 Travis St., Suite 2800
Houston, TX 77002
Telephone: (713) 226-1200
Facsimile: (713) 223-3717
Email: eguffy@lockelord.com
Email: simon.mayer@lockelord.com

Attorneys for the Debtors

By: Benjamin L. Wallen
Michael D. Warner (TX Bar No. 00792304)
Steven W. Golden (TX Bar No. 24099681)
Benjamin L. Wallen (TX Bar No. 24102623)
PACHULSKI STANG ZIEHL & JONES LLP
440 Louisiana Street, Suite 900
Houston, TX 77002
Telephone: (713) 691-9385
Facsimile: (713) 691-9407
Email: mwarner@pszjlaw.com
Email: sgolden@pszjlaw.com
Email: bwallen@pszjlaw.com

Counsel for the Official Committee of Unsecured Creditors

Certificate of Service

I certify that on September 7, 2021, a copy of the foregoing document was served electronically *via* the Court's CM/ECF system on all parties registered to receive such service.

Simon R. Mayer
Simon R. Mayer